



THOMAS J. HATEM MEMORIAL BRIDGE (US 40) CHOICE A PLAN ACCOUNT TERMS AND CONDITIONS

These terms and conditions, together with your *E-ZPass* Maryland Thomas J. Hatem Memorial Bridge/US 40 ("Hatem Bridge") Only, Choice A, *E-ZPass* Plan Application ("Application"), constitute your *E-ZPass* Maryland Agreement ("Agreement") for the Hatem Bridge only, which is owned and operated by the Maryland Transportation Authority. *E-ZPass* is a multi-state system, which includes *E-ZPass*, *E-ZPass* Plus, and other tolling facilities ("Facilities"). In Maryland, this system is operated by the Maryland Transportation Authority (hereinafter "*E-ZPass* Maryland"). Please read these terms and conditions and retain for your records. When you open your *E-ZPass* Maryland Hatem Bridge Only, Choice A, *E-ZPass* Plan Account ("Account" or "Hatem Bridge Only Choice A *E-ZPass* Plan"), you are agreeing to the following:

I. GENERAL CONDITIONS

- a) The Hatem Bridge Only Choice A *E-ZPass* Plan Account is limited to two-axle vehicles only. Vehicles with three or more axles cannot open this type of Account and will be required to pay applicable tolls.
- b) You are responsible for maintaining your Account.
- c) You shall not assign the obligations or benefits of this Agreement to anyone else without the express written consent of *E-ZPass* Maryland.
- d) You must approach and pass through *E-ZPass* toll lanes at the posted speed limit. Failure to obey the posted speed limit may result in suspension of your Account or Account closure.
- e) In staffed toll lanes, you shall come to a complete stop and proceed only on a green signal unless otherwise directed, even if your vehicle is equipped with an *E-ZPass* transponder.
- f) You shall comply with all applicable traffic laws, regulations, signs, signals and directions of MDTA employees, agents and law enforcement officers.
- g) *E-ZPass* Maryland may deny any Application at any time because of outstanding unpaid video toll transactions, citations including civil penalties, or the submission of false information.
- h) You acknowledge and understand that you and your vehicle may be videotaped and/or digitally photographed while you are on MDTA property. You expressly understand that the MDTA monitors the use of transponders for the purpose of toll collection, traffic monitoring and detecting violations of this Agreement.
- i) You authorize *E-ZPass* Maryland to process through your Account trips on the Hatem Bridge; no other Facilities can be processed through your Account.
- j) Failure to comply with this Agreement may result in any or all of the following: video toll transactions, citations including civil penalties, suspension of your Account, Account closure, refusal or suspension of your motor vehicle registration and referral to the State of Maryland Central Collection Unit ("CCU"). The Maryland Motor Vehicle Administration (MVA) and CCU will assess additional fees.

II. YOUR ACCOUNT

- a) You agree to inform *E-ZPass* Maryland of any changes to your Account. Failure to keep your Account up-to-date may result in video toll transactions, which will be separately noticed to you and incur a higher toll rate. The following information must be kept current:
 1. Name(s) on the Account;
 2. Address;
 3. Telephone number;
 4. E-mail address;
 5. Vehicle information (license plate number and State, make, model, and year); and
 6. Driver's license number and state of issuance or State issued identification card number and state of issuance.
- b) You may have up to four (4) transponders and ten (10) vehicles registered on your Account.
- c) You are not required to maintain a prepaid toll deposit. However, you are required to pay an annual fee to maintain your Account. There is no monthly account maintenance fee.
- d) You will not receive an Account statement. A renewal notice will be mailed to you 45 days prior to your annual renewal date followed by a reminder notice, which will be mailed 15 days prior to the renewal date. Failure to renew your plan will result in video toll transactions if the transponder is used after the expiration date of the Hatem Bridge Only Choice A *E-ZPass* Plan.
- e) You agree that sending information via mail, email, or text message to the address on cell phone number your Application or to an address or cell phone number that you subsequently provide to *E-ZPass* Maryland constitutes notice to you of the tolls, fees or charges owed, changes to account terms and conditions, and of any determination by *E-ZPass* Maryland of any submitted dispute of tolls and fees related to this Agreement. You will be required to opt-in to text messaging service.

III. ACCOUNT PAYMENTS

- a) You must pay an annual Hatem Bridge Only Choice A *E-ZPass* Plan renewal fee to maintain your Account.
- b) You may choose to renew your Account in one of the following ways:
 1. By credit card. You may authorize *E-ZPass* Maryland to charge your credit card online at www.ezpassmd.com, at an *E-ZPass* Maryland Stop-In Center, by telephone, or by mail;
 2. By check or money order made payable to *E-ZPass* Maryland. Your payment may be sent by mail or made at an *E-ZPass* Maryland Stop-In Center; or
 3. By cash payment in U.S. dollars in person at an *E-ZPass* Maryland Stop-In Center. DO NOT SEND CASH BY MAIL OR LEAVE CASH IN A DROP BOX.
- c) You acknowledge that a fee will be charged to you for each returned check and returned ACH transaction should an overdraft occur. You agree to pay the fee, which will be noticed to you by mail to the address listed on your Account on file with *E-ZPass* Maryland. (See Section XV. Schedule of Fees.)

IV. DISCOUNT PLANS

Transponders must be used for the Hatem Bridge Only Choice A *E-ZPass* Plan, which applies only to two-axle vehicles and is valid only at the Hatem Bridge. This discount plan must be annually renewed. If the transponder is not read, it will result in a video toll transaction. Other *E-ZPass* Maryland discount plans are not available on the Hatem Bridge Only Choice A *E-ZPass* Plan.

V. ABOUT YOUR TRANSPONDER(S)

- a) You agree to correctly mount, display and use the transponder in accordance with the instructions provided by *E-ZPass* Maryland. Do not mount the transponder in any location that could interfere with your visibility or ability to operate your vehicle. Failure to mount the transponder correctly may hinder transponder identification, resulting in a video toll transaction.
- b) Your transponder is valid only at the Hatem Bridge. If you attempt to use the Hatem Bridge Only Choice A *E-ZPass* Plan transponder at any other Maryland facility, it will result in a video toll transaction. Further, your transponder is not valid outside of Maryland. If you attempt to use the transponder outside of Maryland, you will be issued a violation notice from that state in accordance with its laws.
- c) A nonrefundable transponder fee will be charged for each transponder issued to your new Account or to an existing Hatem Bridge Only Choice A *E-ZPass* Plan, unless you are using a valid previously-owned transponder, in which case no fee will be charged.
- d) A defective transponder may be replaced with a similar unit within the transponder's warranty period if the transponder has not been damaged, defaced, or improperly used as determined by *E-ZPass* Maryland. However, if *E-ZPass* Maryland determines the transponder has been damaged, defaced, or improperly used, a nonrefundable transponder fee will be charged for a replacement transponder. The warranty period begins on the date of issuance of the transponder to the first owner and is based upon the model of the transponder.
- e) You may use the transponder only with the vehicle(s) specifically registered on your Account.
- f) Transactions in which the transponder is not read will result in a video toll transaction and you will be issued a Notice of Toll Due charging the video toll rate.
- g) If your transponder is lost or stolen, you must immediately notify *E-ZPass* Maryland verbally, in writing, or via the website. If a replacement transponder is requested, a nonrefundable transponder fee will be charged for the replacement.
- h) If you no longer wish to use a transponder issued to your Account, you may return the transponder to *E-ZPass* Maryland for proper disposal. If you are returning your transponder and closing your Account, refer to Section IX. Termination of this Agreement for voluntary Account closure instructions.

VI. ACCOUNT AGREEMENT MODIFICATIONS

E-ZPass Maryland may change the terms and conditions of this Agreement at any time with advance notice. These terms and conditions shall be effective on October 1, 2013. If you do not agree to accept the new terms and conditions, you must close your Account prior to the effective date of the new terms and conditions. The invalidity of any of the terms and conditions of this Agreement shall not affect the enforceability of any other terms and conditions of this Agreement, which shall remain in full force and effect.



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VII. VIDEO TOLL TRANSACTIONS

a) A video toll transaction will occur at Maryland Facilities in any of the following scenarios:

1. When the transponder is used at an *E-ZPass* Maryland facility other than the Hatem Bridge;
2. When the transponder is not read for any reason, including improper mounting to your vehicle;
3. When the transponder is used after it has been reported lost or stolen; and
4. When the Account has been suspended, closed or not renewed.

VIII. DISPUTES

You hereby authorize *E-ZPass* Maryland to decide every question or issue in connection with or related to this Agreement, including, without limitation, the imposition of tolls, fees, or other charges incurred, applied or stated for the use or misuse of your transponder or Account. You may dispute the imposition of charges or fees related to your Account verbally or in writing to the *E-ZPass* Maryland Service Center. Such dispute must be made within one hundred twenty (120) days from the date the transaction is posted to your Account.

IX. TERMINATION

a) In order to terminate this Agreement and voluntarily close your Account, you may:

1. Access your *E-ZPass* Maryland Account at www.ezpassmd.com and submit a request stating your intent to close your Account and terminate this Agreement;
2. Send a written request stating your intent to close your Account and terminate this Agreement;
3. Visit an *E-ZPass* Maryland Stop-in Center and request to close your Account and terminate this Agreement; or
4. Contact the *E-ZPass* Maryland Customer Service Center at 1-888-321-6824 and request to close your Account and terminate this Agreement.

b) Additionally, you shall:

1. Pay all amounts owed to *E-ZPass* Maryland, including:
 - a. Unpaid tolls and fees; and
 - b. Other Account related fees, as applicable.
2. Stop using your Account as it is no longer valid.
 - c) The Hatem Bridge Only Choice A *E-ZPass* Plan annual fee is not eligible for a refund.
 - d) *E-ZPass* Maryland may terminate this Agreement and close your Account at any time and for any reason, including inactivity or nonrenewal.
 - e) *E-ZPass* Maryland will automatically terminate this agreement and close your Account if all plans on your Account have been expired for at least 60 days.
 - f) You may return your transponder(s) to *E-ZPass* Maryland for proper disposal since it contains a lithium battery. If you do not return your transponder to *E-ZPass* Maryland for proper disposal, you are responsible for consulting federal, state and local waste regulations to determine appropriate disposal options.

X. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland.

XI. COLLECTION OF EXPENSES

You agree to pay all costs, including attorneys' fees, incurred by *E-ZPass* Maryland and all entities providing *E-ZPass* services to collect any funds, including CCU and MVA fees, due under the terms of this Agreement.

XII. NON-DISCLOSURE

E-ZPass Maryland respects the right of privacy and confidentiality of all Account holders. Account information will not be disclosed to third parties without your consent except as permissible by law and the policies of *E-ZPass* and the entities providing *E-ZPass* services.

XIII. DISCLAIMER

You acknowledge that *E-ZPass* Maryland and all entities providing *E-ZPass* services have not made, and expressly disclaim any representation or warranty, expressed or implied, relating to the transponder including, without limitation, any implied or expressed warranty of merchantability, fitness for a particular purpose or conformity to models or samples. You agree that *E-ZPass* Maryland and all entities providing *E-ZPass* services will have no obligation or liability whatsoever to you with respect to your use or the performance of the transponder, except as specifically provided herein. You agree to indemnify and hold harmless *E-ZPass* Maryland and all entities providing *E-ZPass* services from and against all damage, loss, cost, expense or liability relating to, arising from, or as a result of, the use, installation, performance, or disconnection of the transponder.

XIV. INQUIRIES AND CORRESPONDENCE

Please send all correspondence, inquiries, payments and transponder returns to: *E-ZPass* Maryland Service Center, P.O. Box 17600, Baltimore, Maryland 21297-7600.

XV. SCHEDULE OF FEES

Nonrefundable Transponder Fee: Prices vary by model

Insufficient Funds Fee (Returned check fee): \$25.00

Civil Penalty: \$50.00

All fees are subject to change without notice.

Effective: October 1, 2013